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Contract Database Metadata Elements

Title: **Coxsackie-Athens Central School District and Coxsackie-Athens Central School District Food Service Employees Association (2002)**

Employer Name: **Coxsackie-Athens Central School District**

Union: **Coxsackie-Athens Central School District Food Service Employees Association**

Local:

Effective Date: **07/01/02**

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Coxsackie-Athens Central School
District And School Dist Food Svc
Employees Assn

SD
CAF

AGREEMENT

BETWEEN THE
COXSACKIE-ATHENS CENTRAL SCHOOL DISTRICT

AND

SCHOOL DISTRICT FOOD SERVICE EMPLOYEES
ASSOCIATION



JULY 1, 2002 THROUGH JUNE 30, 2005

RECEIVED

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

INTRODUCTION

In order to effectuate the provisions of Chapter 392 of the Laws of 1967 (The Public Employee's Fair Employment Act), to encourage and increase harmonious working relationships between the Cossackie-Athens Central School District (hereinafter referred to as the "Employer") and its food service employees represented by the Food Service Employees Association (hereinafter referred to as the "Association") and to enable the food service personnel to participate in and contribute to the development of policies for the school district, this agreement between the Employer and the Association has been mutually drawn up and agreed upon.

ARTICLE 1 - Recognition of Employee Organization

The Employer recognized the Food Service Employees Association as the exclusive representative of collective negotiation of all food service employees of the district, except the School Lunch Manager and Cashier. The Association shall have unchallenged representation status of the maximum period permitted by law on the date of execution of the agreement.

ARTICLE 2 - Negotiation Procedures

- A. The Employer and the Association shall enter into good faith negotiations over a successor agreement no later than March 1 of the calendar year during which this agreement expires.
- B. Negotiations shall be conducted by a team representing the employer and a team representing the Association.
- C. Negotiated agreements shall be reduced to writing, but shall not become binding until signed by authorized representatives of both the Employer and the Association.

ARTICLE 3 - Working Hours

- A. Hours of work shall be set by the appropriate supervisory personnel and may be changed or varied to meet certain needs.
- B. When an employee expects to be absent from work, she should report such information to the School Lunch Manager or duly authorized person the previous evening, or by 8:00 a.m. of the day in order that a substitute may be obtained to handle the job.

When a cook expects to be absent from work, she shall notify the School Lunch Manager and arrange to have a Food Service Helper to assume the responsibility, by rotation, and to obtain a substitute.

ARTICLE 4 - Working Conditions

- A. An employee may be transferred from one cafeteria to another, either temporarily or permanently, as conditions dictate. Employees shall be given the opportunity to discuss such proposed transfers with the appropriate supervisory personnel.
- B. Regularly-employed food service staff members shall wear a clean uniform and proper, well-fitted shoes, preferably white.

ARTICLE 5 - Health Examinations

- A. Food service employees shall be required to have health examinations in accordance with Section 9050 of the Board of Education Policies and Regulations.

ARTICLE 6 - Retirement Age and Benefits

- A. Employee retirement age shall be in accordance with School Board Policy and Article 14A of the N.Y.S. Retirement and Social Security Laws.
- B. The Employer shall grant eligible Food Service Employees the Opportunity to join the New York Employees Retirement System and shall provide for them the provisions and benefits of the Retirement Plan currently in effect.

ARTICLE 7 - Health Insurance

- A. An employee may elect to enroll in the Health Insurance Plan provided by the Employer, subject to the following conditions:
 - 1. Eligibility for enrollment will be open to any employee covered by the terms of this agreement.
 - 2. A new employee may be enrolled on the first of the month following the date of application, but no earlier than the first day of the initial month of employment. Application must be completed within 90 days of initial date of employment.
 - 3. A new employee who fails to enroll within 90 days of initial employment will be eligible to enroll as a "late enrollee" effective only on July 1st of any given year.

4. If the spouse of an employee terminated health coverage through another group, or, if the spouse of an employee of a firm which has Commercial Insurance Coverage leaves the employment of that firm provided that the spouse's firm provides a written statement indicating that employment and health insurance benefits have terminated, such employee shall be eligible for enrollment or change in type of enrollment effective the first day of the month following the date of application, provided the application is made within 90 days of such termination.
5. An enrollee's health insurance coverage will terminate at the end of the month in which her employment with the school district terminates.
6. An enrollee may continue coverage during an unpaid leave of absence.
7. Coverage through the school district group will be available, upon written request, to the dependent survivor of an enrollee who dies while employed by the district, with the full monthly cost of coverage to be paid by the survivor.
8. An employee may elect to enroll in the Capital District Physician's Health Plan (CDPHP) or any other HMO offered by the District, as an option to the basic Health Plan provided by the employer, subject to the rules and regulations governing the HMO.
9. The full cost of health insurance coverage will be borne by the enrollee.

ARTICLE 8 - Uniform Allowance

- A. The Employer shall provide each regular Food Service employee with a \$165 annual uniform allowance (effective September 1, 2002), to be paid to each such employee by October 1st of each year. New employee(s) shall receive the uniform allowance on a prorated basis at 1/10 per month of employment.

ARTICLE 9 - Wage Rates and Payment of Wages

- A. The wages of food service employees shall be paid bi-weekly from the second payroll in September through June, according to a payroll schedule set by the Superintendent of Schools each year. Payment shall be based on the 180 days times the employee's daily hour assignment times the employee's hourly rate. Each bi-weekly check shall be 1/21 of the annualized salary.

B. The following hourly rates shall be paid effective September 1st of each year:

TITLE	2002-03	2003-04	2004-05
<u>Cooks</u>			
Beginning Rate	10.35	10.70	11.05
1-5 years of service	11.85	12.20	12.55
6 th year or more	12.35	12.70	13.05
11 th year or more	12.50	12.85	13.20
16 th year or more	12.70	13.05	13.40
<u>Assistant cooks</u>			
Beginning rate	9.85	10.20	10.55
1-5 years of service	11.35	11.70	12.05
6 th year or more	11.85	12.20	12.55
11 th year or more	12.00	12.35	12.70
16 th year or more	12.20	12.55	12.90
<u>Food Service Workers</u>			
Beginning rate	9.35	9.70	10.05
1-5 years of service	10.85	11.20	11.55
6 th year or more	11.35	11.70	12.05
11 th year or more	11.50	11.85	12.20
16 th year or more	11.70	12.05	12.40

An employee must be hired by February 1 and complete 5 months of service to be credited for one year of service at September 1st.

B. Substitutes

Employees who substitute to a higher level shall be paid at the rate appropriate for their length of service on the schedule for the area substituted.

Substitutes for School Lunch Manager will be paid \$1.00 per hour over employee's rate.

C. When employees are called in to work and schools are closed due to emergency conditions, employees shall be guaranteed a minimum of 2 hours work to be assigned by the supervisor.

D. (1.) If a food service helper is transferred temporarily to another cafeteria requiring her to work fewer hours daily than she normally works in her regular assignment, she will be paid for the number of hours normally worked daily in her regular assignment.

- (2.) If a temporary or permanent opening occurs, it will be offered to regular food service employees first.
 - (3.) Transfers approved under #2 above shall be compensated at the rate and hour appropriate for the open position.
 - E. An annual meeting of all Food Service employees and Central Administration will be held to discuss working conditions and other concerns. Food Service employees will be paid for time spent in meeting.
 - F. Food Service Employees will be paid at an hourly rate equal to the step and schedule appropriate for their individual years of service and the type of work to be performed, for kitchen work or cooking; plus a 50 cent per hour premium when assisting outside organization using the cafeterias after regular working hours. These rates will be charged to the organizations as standard "banquet rates."
- Organizations must request workers through the School Lunch Manager. The School Lunch Manager will make every effort to assign personnel within the building on a rotating basis.
- G. All vacancies for regular positions will be posted, and seniority will be reviewed when hiring.

ARTICLE 10 - Paid Leave

- A. Effective September 1, 2002, each food service employee shall be credited with 4 work units of paid leave per year. This leave may be used for personal illness, personal business, or any other absence approved in advance by the Superintendent, or the Superintendent's designee. Effective September 1, 2003, each food service employee shall be credited with 1 personal illness day. Personal illness leave and paid leave will be accumulated separately but together will not exceed 20 total days at the end of any contract year.
- B. Effective July 1, 1999, each food service employee shall be credited with three(3) working days of bereavement leave annually for death in the immediate family. Immediate family shall be defined as: children, parents, grandparents, siblings, of either the employee or their spouse, or any other permanent members of the employee's household. Bereavement leave is non-cumulative from year-to-year, and is not subject to the payment of unused leave clause.

ARTICLE 11 - Effect of this Agreement

- A. This agreement may be altered or modified only through the voluntary, mutual consent of the two parties in a written and signed amendment to this agreement. Before the Employer adopts a change in policy which affects wages, hours, or any other condition of employment which is not covered by the term of this agreement and which has not been proposed by the Association, the Employer shall notify the Association in writing that it considered such a change. The Association shall have the right to negotiate such items with the Employer, provided that it files such a request with the Employer within five calendar days following receipt of this notice. Negotiations concerning proposed amendment to this agreement shall proceed in accordance with the provisions of Article 2, Sections B and C of this agreement, Amendments to this agreement shall take effect at such time as may be mutually agreed upon.
- B. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and considered part of the established policies of the Employer.
- C. Any individual arrangement, agreement or contract between the Employer and an individual employee, previously executed, shall be subject to and consistent with the terms and conditions of this Agreement and any future individual arrangement, agreement or contract shall be expressly made subject to and consistent with the terms of this and subsequent agreements.
- D. If any provision of this agreement or any application of the agreement to any food service employee or group of food service employees shall be found contrary to law, then such provision or application shall not be deemed valid and binding except to the extent permitted by law, but all other provisions shall continue in force and effect.
- E. Copies of the Agreement shall be prepared at the expense of the Employer and distributed to all food service employees presently or hereafter employed.
- F. The contract shall be updated for correct titles, and existing procedures. This shall be accomplished by a committee of two food service employees, the food service director, and a designee of the Superintendent.
- G. The rate for a Substitute Food Service worker will be established by the Board of Education. The rate effective immediately upon acceptance of this agreement will be \$8.00 per hour. Substitutes hired prior to ratification of this agreement will continue to be paid \$8.95 per hour for the life of this contract.

ARTICLE 12 - Implementation of Agreement

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUND THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

- A. During the term of this agreement and for the purpose of this article until a successor agreement is executed, each member of the Food Service Employees Association employed by the District during the ten (10) month academic year, who is employed in any capacity by the District as of the last day of any academic year or term or the last day preceding any customary and established school vacation period, holiday recess of schools or other school recess, shall continue to be employed in the same capacity at the commencement of the ensuing academic year or term and at the commencement of the period immediately following such vacation period, holiday recess or other school recess, unless such unit member is given written notice before the last day of such academic year or term or the last day preceding such vacation period, holiday recess or other school recess that his services will not be resumed at the commencement of the aforesaid ensuing academic year or term, or period immediately following such holiday vacation or recess.
- B. It is understood and agreed that subject to the specific provision of this Article relating to continuation of services, the provisions of this Article are not intended to nor shall same be construed:
 - (1.) To deprive any member of the Food Service Employees Association employed by the District legal employment rights that such employee possesses in the absence of this Article.
 - (2.) To deprive the District of any legal rights to terminate at any time any employee of the aforesaid unit that the District possesses in the absence of this Article.

ARTICLE 13 - Duration of Agreement

This Agreement shall become effective as of July 1, 2002, and shall continue in effect through June 30, 2005, subject to amendment in accordance with the provisions of Article 10, Section A of this Agreement.

In witness whereof, the parties hereto have caused this agreement to be signed by their respective representatives on this 3rd day of April, 2003.

For Food Service Employees Association:

Lanaine Weaver
President

For School District

Alfred Duke
Chief School Officer

MEMORANDUM OF AGREEMENT

The contract between the Superintendent and the School District Food Service Employees Association shall continue as written except as modified by the following:

- (1) Article 13 Duration of Agreement, change to read: ".....effective as of July 1, 2002, and shall continue in effect through June 30, 2005,....."
- (2) Article 9,(B) Insert the following as new salary schedules for each of the next three years:

TITLE	2002-03	2003-04	2004-05
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Cooks

Beginning rate	10.35	10.70	11.05
1-5 years of service	11.85	12.20	12.55
6 th year or more	12.35	12.70	13.05
11 th year or more	12.50	12.85	13.20
16 th year or more	12.70	13.05	13.40

Assistant cooks

Beginning rate	9.85	10.20	10.55
1-5 years of service	11.35	11.70	12.05
6 th year or more	11.85	12.20	12.55
11 th year or more	12.00	12.35	12.70
16 th year or more	12.20	12.55	12.90

Food Service Workers

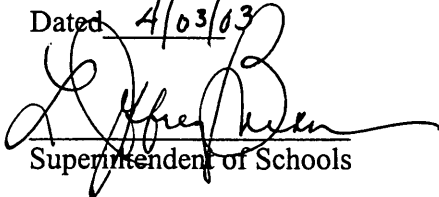
Beginning rate	9.35	9.70	10.05
1-5 years of service	10.85	11.20	11.55
6 th year or more	11.35	11.70	12.05
11 th year or more	11.50	11.85	12.20
16 th year or more	11.70	12.05	12.40

- (3) Article 9 (C) Delete existing and insert: "Employees who substitute to a higher level shall be paid at the rate appropriate for their length of service on the schedule for the area substituted."

- (4) Article 10 Paid Leave, (A) change to read: "Effective September 1, 2002, each food service employee shall be credited with 4 work units of paid leave per year. This leave may be used for personal illness, personal business, or any other absence approved in advance by the Superintendent, or the Superintendent's designee. Effective September 1, 2003, each food service employee shall be credited with 1 personal illness day that may accumulate separately from the 4 work units of paid leave granted each year. Personal illness leave and paid leave will be accumulated separately but together will not exceed 20 total days at the end of any contract year."
- (5) Article 8 – Uniform Allowance, (A) change to read: "Effective September 1, 2002, the annual uniform allowance will increase from \$150 to \$165 per year to be paid to each employee by October 1st of each year. New employees shall receive the uniform allowance on a prorated basis at 1/10 per month of employment."
- (6) The contract shall be updated for correct titles, and existing procedures. This shall be accomplished by a committee of two food service employees, the food service director, and a designee of the Superintendent.
- (7) The rate for a Substitute Food Service worker will be established by the Board of Education. The rate effective immediately upon acceptance of this agreement will be \$8.00 per hour. Substitutes hired prior to ratification of this agreement will continue to be paid \$8.95 per hour for the life of this contract.

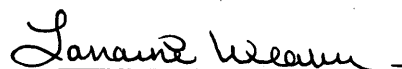
For the District:

Dated 4/03/03


Superintendent of Schools

For the Association:

Dated 4/03/03


School Lunch Negotiator

MEMORANDUM OF AGREEMENT

The contract between the Superintendent and the School District Food Service Employees Association shall continue as written except as modified by the following:

- (1) Article 13 Duration of Agreement, Change to read: ".....effective as of July 1, 1999, and shall continue in effect through June 30, 2002,....."
- (2) Article 9, (B) Insert the following as new salary schedules for each of the next three years:

TITLE	1999-00	2000-01	2001-02
<u>Cooks</u>			
Beginning Rate	9.85	9.85	9.85
1-5 years of service	10.60	10.95	11.30
6th year or more	10.80	11.20	11.60
<u>Assistant cooks</u>			
Beginning rate	9.40	9.40	9.40
1-5 years of service	10.25	10.60	10.95
6th year or more	10.50	10.90	11.30
<u>Food Service Workers</u>			
Beginning rate	8.95	8.95	8.95
1-5 years of service	9.90	10.25	10.60
6th year or more	10.15	10.55	10.95

- (3) Article 10 Paid Leave, Change as follows:

(a) Delete Paragraph "A", re-letter "B" as "A", and add:

"Up to two (2) hours of unused leave will be paid as a supplemental payment in the final paycheck of the year."

(b) Add new letter "B" as follows:

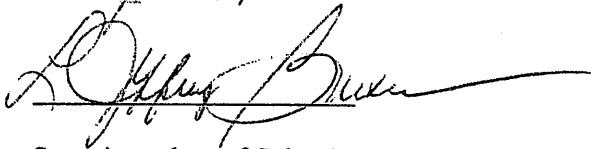
"Effective July 1, 1999, each food service employee shall be credited with three (3) working days of bereavement leave annually for death in the

immediate family. Immediate family shall be defined as: children, parents, grandparents, siblings, of either the employee or their spouse, or any other permanent member the employee's household. Bereavement leave is non-cumulative from year-to-year, and is not subject to the payment of unused leave clause."

- (4) Article 9, (G) Change to read: "...plus a 50 cent per hour premium...."

For the District:

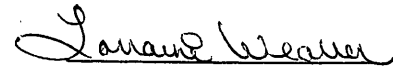
Dated June 16, 1999



Superintendent of Schools

For the Association:

Dated June 21, 99



School Lunch Negotiator